

WORKING AGREEMENT

Between

THE BOARD OF EDUCATION

of the

MID-PRAIRIE COMMUNITY

SCHOOL DISTRICT

and

THE MID-PRAIRIE EDUCATION

ASSOCIATION

for

2007-2008

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MID-PRAIRIE COMMUNITY
SCHOOL DISTRICT

TABLE OF CONTENTS

I	PREAMBLE.....	3
II	RECOGNITION.....	3
III	ASSOCIATION RIGHTS.....	4
IV	PHYSICAL EXAMS.....	5
V	HEALTH AND SAFETY.....	5
VI	HOURS AND SPECIAL ASSIGNMENTS.....	6
VII	EMPLOYEE WORK YEAR.....	8
VIII	GRIEVANCE AND ARBITRATION PROCEDURES....	9
IX	DUES DEDUCTION.....	11
X	EMPLOYEE EVALUATION.....	13
XI	TRANSFER PROCEDURE.....	28
XII	SENIORITY.....	29
XIII	WAGES, SALARIES AND INSURANCE.....	29
XIV	LEAVES OF ABSENCE.....	33
XV	EXTENDED LEAVES OF ABSENCE.....	36
XVI	SCHOOL NURSE'S SALARY.....	37
XVII	REDUCTION OF STAFF.....	38
XVIII	COMPLIANCE.....	39

SCHEDULE A	2006-2007 SALARY SCHEDULE.....	41
SCHEDULE B	SUPPLEMENTAL PAY SCHEDULE.....	42
SCHEDULE C	EXTRA DUTY PAY.....	44
SCHEDULE D	GRIEVANCE REPORT.....	45
SCHEDULE E	DUES DEDUCTION AUTHORIZATION FORM .	48
APPENDIX F	INSURANCE CARRIERS.....	49
APPENDIX G	EXTRA DUTY PAYMENT VOUCHERS.....	50

LETTERS OF UNDERSTANDING.....	51
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ARTICLE I PREAMBLE

This agreement is entered into between the Board of Education of the Mid-Prairie Community School District and the Mid-Prairie Education Association.

A. Definitions

1. The term "board" as used in this agreement shall mean the Board of Education of the Mid-Prairie Community School District or its duly authorized representatives.
2. The term "employee" as used in this agreement, unless otherwise indicated, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Iowa Public Employment Relations Board.
3. The term "association" as used in this agreement shall mean the Mid-Prairie Education Association or its duly authorized representatives or agents.

ARTICLE II RECOGNITION

The Board hereby recognizes the Association (affiliated with the East Central Uniserv Unit, with the Iowa State Education Association and with the National Education Association), as the sole and exclusive bargaining representative for personnel set forth in the PERB certification instruments, Case #114 dated September 25, 1975, and as amended thereafter. The foregoing recital of affiliated organizations shall not be construed to extend to any representative status, rights or obligations to said organizations. This certification instrument sets forth the following inclusions in and exclusions from the bargaining units:

Included: The following professional personnel under direct contract (i.e., hired and paid) to Mid-Prairie Community School District shall be included in the bargaining unit: classroom teachers, including STP teacher, guidance counselors, librarians, special education teachers, special resource staff, media specialists teachers and nurse.

Excluded: All non-professionals and the following personnel are excluded: superintendent, building principals, teacher aides, activity director and district gifted program coordinator.

ARTICLE III ASSOCIATION RIGHTS

A. Use of Facilities

The Mid-Prairie Education Association, its members and other employees, shall have the right to make reasonable use of school buildings and facilities for meetings and equipment, when such equipment or facilities are not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. Meetings will be scheduled with the building administrator and his/her approval secured in advance.

B. Communication

The Association shall have the right to post notices of interest to employees on faculty bulletin boards, in teacher's lounges and workrooms not generally open to the public or students. Each notice shall be signed by the official responsible for its posting and unsigned notices may not be posted.

The Association may use the district mail services and the employee's mail boxes for communication to employees provided each such notice has been signed by the Association official responsible for the communication.

C. Access to Members

Up to two (2) duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, subject to the conditions that the representatives first notify the building principal or his/her designee, of their presence and purpose, and secure the principal's or his/her designee's approval. Moreover, the representatives shall advise the building principal or his/her designee upon departing the building of his/her/their departure. It is understood that any such access will not interfere with or interrupt school operation or the performance of assigned duties of an employee.

D. Information

The Board agrees to furnish to the Association in response to reasonable request, information concerning the financial resources of the district.

ARTICLE IV PHYSICAL EXAMINATIONS

Physical examinations shall be required of all personnel upon their initial appointment and shall be performed by a licensed physician. A tuberculin test shall be part of the exam.

Additionally, employees whose health may be in doubt in the opinion of the Board shall present satisfactory examination results when requested to do so.

With each examination, the employee is to return a form signed by the examining physician certifying said employee is able to return to work. This certification form will be supplied by the Board along with a health record form to complete.

Forms covering examinations made upon initial employment and every three years thereafter must be on file in the Board's central office before September 15. Forms covering all other examinations must be supplied within thirty (30) days of the date on which the examination was requested by the Board.

The Board will reimburse the employees actual cost of the physical up to \$25.00. Employees covered under the group health insurance plan must submit bills to insurance company for payment.

ARTICLE V HEALTH AND SAFETY

A. Protective Equipment

The Board will provide the employees with such individual protective equipment as may be specifically required by express provisions of safety and health standards applicable to the school district, for use by employees in the course of their employment by the Board.

If any such equipment is damaged or lost on account of employee negligence, the cost of replacement shall be borne by the employee. Such equipment must be used by employees in accordance with instructions by the Board.

B. Unsafe and Hazardous Conditions

All employees have the obligation to call attention to the Board of any suspected unsafe or hazardous conditions. The Board shall respond in writing to the employee reporting the unsafe or hazardous condition, stating what action, if any, it will take to remedy the condition.

C. Use of Reasonable Force

If, in the course of his/her employment, the employee is assaulted or encounters a threatening situation involving either an assault upon a student or damage to school property, the employee may use such amount of force as is permitted by law and is reasonable and necessary in the circumstance, for the purpose of self defense, and for the protection of person and property.

D. Employee's Report of Personal Physical Assault

In the event that an employee is physically assaulted by a student, parent or other employee while performing assigned duties, the employee shall immediately advise his/her principal or supervisor of that assault and shall provide any and all information and assistance pertaining thereto as may be requested by the Board or law officials.

E. Employees report of frequent classroom visits

It shall be the right of all Mid-Prairie employees to file a letter of concern with their immediate supervisor in situations where the employee feels parents, patrons or groups are interfering with the teaching and learning process. The letter of concern shall include a description of the problem and any action taken to alleviate the problem.

The immediate supervisor and the employee will work together to try to resolve the situation. If the situation cannot be resolved, the letter of concern along with a letter by the supervisor will be sent to the superintendent for possible additional action if allowed by the federal or state law.

F. Liability Insurance

The Board shall continue in effect, liability insurance policies covering employees during performance of their assigned duties.

ARTICLE VI HOURS AND SPECIAL ASSIGNMENT

A. Workday

1. Exclusive of those duties for which the pay schedule is provided in Schedule B and Schedule C of this contract, the total workday shall consist of not more than eight (8) consecutive hours with the following exception: no two consecutive workdays shall exceed sixteen (16) combined total hours, and students shall not be present during any hours beyond the regularly scheduled eight (8) hour workday. The use of this exception is specifically for conference days, and shall be enacted annually by mutual agreement of the parties to this contract. Workday hours for each employee may be determined by the employee provided the student day and pre-scheduled faculty meetings are covered and events such as parent conference days are covered. Workdays must begin between 7:30 AM and 8:15 AM. Each teacher must communicate to his/her building principal when his/her day will begin and end for the year. The employee shall notify the principal of any deviation from this schedule. Pre-scheduled (defined as one day's advance notice) faculty meetings starting before the individually defined employee workday will constitute the beginning of the eight (8) hour workday for those employees. The employees shall notify the principal of any deviation from this schedule. Exclusive of the existence of an emergency condition and exclusive of the duties outlined in Schedule B and Schedule C

of this contract, the employees' workday shall end at the close of the pupils' day on Fridays, and on days preceding employees' vacations or holidays.

2. Duty Free Lunch

- a. All employees shall have a duty free lunch break of not less than twenty (20) minutes scheduled during the workday.
- b. Employees may leave the building during their scheduled duty free lunch break by signing out in the school office.
- c. All employees shall have a duty free evening break of not less than twenty (20) minutes scheduled during any workday which has been extended for the purpose of parent conferences as described in Article VI, A 1.

B. Meetings

At the discretion of the Board, or designee, employees may be required to remain beyond the end of the regular workday without additional compensation for the purpose of attending faculty meetings. Meetings may continue for a period not exceeding one (1) hour beyond the student day. The Board or designee shall provide at least one (1) day prior notice of these meetings. Employees may be required to attend one evening meeting/event without compensation. Additional meetings/events shall be compensated according to Schedule C.

C. Break Time

All junior and senior high school employees shall be provided a minimum of five (5) regular classroom periods of break time per week during the student day. A block is defined as two regular periods. Elementary school employees shall be provided at least 200 minutes of break time per week during the student day. Break time shall be exclusive of the employee's lunch break and student recess time.

D. Special Assignments

Any contractual hours in addition to the eight (8) hour workday, such as but not limited to adult education, driver education, extra-curricular activities, enumerated in Schedules B and C, and summer and evening courses, shall be voluntary whenever possible and in accordance with the following procedures:

1. Notification of vacancies shall follow the procedures as outlined in Article XIV, Transfer Procedures.
2. The certification for the position, its duties and the rate of compensation shall be included in the notification.
3. Said duties shall be compensated according to the rate of pay in Schedules B and C.

However, no employees shall be required to continue a Schedule B assignment for longer than one (1) year following his/her resignation of said duty.

E. Negotiations

If contract negotiations are necessitated during normal school hours, the required participating employees shall suffer no loss in pay or other benefits.

ARTICLE VII EMPLOYEE WORK YEAR

A. In-school Work Year

The regular school year shall consist of one hundred ninety-three (193) days as follows:

1. One hundred and eighty (178) teaching days
2. Six (6) paid holidays
3. Seven (9) professional/in-service or non-student contact work days.

In addition, newly appointed employees will be required to attend one (1) day of orientation.

B. Closing of School

Employees will not be required to be present to perform assigned duties on an otherwise scheduled workday if all of the schools of the district are officially closed by the Board on account of inclement weather or other emergency. Where, however, one or more school buildings but less than all of the school buildings of the school district, are closed on account of a mechanical breakdown or other emergency, the employees may nevertheless be required by the Board to report and perform similar contract related duties in another building which has not been closed.

At the discretion of the Board, additional school days may be scheduled to make up school days lost on account of inclement weather or other emergency.

C. Vacations

Employees shall be entitled to ten (10) days of unpaid vacation, as scheduled by the Board.

D. Calendar

The School Calendar Committee will be the employees selected for the Interest Based Bargaining team.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions

A grievance shall be defined as a written allegation by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

Workdays shall mean those days when employees are scheduled to be in attendance except during vacation periods when workdays shall mean days when the Superintendent's office is open for business.

B. Purpose and Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee, a group of employees, or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and shall act as a bar to further appeal.

An administrator's failure to give a decision within the prescribed time limits shall permit the employee, group of employees, or the Association to proceed to the next step.

The time limits may be extended by mutual agreement.

It is agreed that when the employee, group of employees, and his/her representative of the Association shall be required by a principal, the superintendent, the Board or an arbitrator to meet regarding a grievance during the workday, the employee, group of employees, or the Association shall be released without the loss of compensation.

All grievances must be presented within fifteen (15) workdays from the date of occurrence of the event giving rise to the grievance, or when the employee, group of employees, or the Association could reasonably have been aware of the grievance.

Any grievance not settled by the close of the school year shall be processed expeditiously, unless mutually agreed otherwise.

I. First Step

The employee, group of employees, or the Association shall file the grievance in writing, signed by same and submit it to the building principal or supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses

of this agreement which have been allegedly violated, misinterpreted, misapplied, and shall state the remedy suggested.

Within five (5) workdays after the principal or supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the employee, group of employees, or the Association to discuss the alleged grievance and to resolve the same. The Association may be present, at such a meeting, as a representative of the employee, or group of employees if requested.

The principal or supervisor shall render a decision and communicate it in writing to the employee, or group of employees and the Association and the superintendent within five (5) workdays, following the meeting between the principal and the employee, group of employees, or the Association.

II. Second Step

In the event a grievance has not been satisfactorily resolved at the first step, the employee, group of employees, or the Association may file an appeal of the principal's or supervisor's answer within five (5) workdays of said written decision with the superintendent. Within five (5) workdays after the written grievance is filed, the superintendent or his/her designee shall meet with the employee, group of employees, or the Association, and attempt to resolve the grievance. The superintendent shall file an answer within five (5) workdays of the second step grievance meeting communicating it in writing to the employee, group of employees, and the Association, the principal or the supervisor. It is understood that class action or general grievances involving one or more certificated employees or grievances involving administrative decisions above the building level may be initially filed by the Association in this step.

III. Third Step

If the grievance is not resolved satisfactorily in step two, the grievance may proceed to step three. Grievances which have been processed through the preceding steps of this procedure, and only such grievances shall be submitted to binding arbitration as provided below:

The Association shall submit to the Superintendent in writing, a notice to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) workdays after said notice is given. If the two parties fail to reach agreement on an arbitrator within six (6) workdays, the Federal Mediation Conciliation Service shall be requested to provide a panel of seven (7) arbitrators residing within a 300 mile radius of Mid-Prairie. This request shall be in the form of a written communication from the Association. Each of the two parties shall alternately strike one name at a time from that panel. The first strike shall be determined by lot. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be final and binding on the parties. If a notice for arbitration is not filed within twenty (20) workdays of the date of the second step reply, then the grievance will be deemed settled on the basis of the second step answer.

The arbitrator shall have no power to alter, change, detract from, or add to the provisions of this agreement, but shall have power only to apply and interpret the

provisions of this agreement for the purpose of settling issues and grievances arising hereunder.

Each party shall bear its own costs and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Board and the Association.

C. Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Individual Settlements

The Board shall inform the Association, in writing, of any grievance filed by an employee or group of employees. Settlement of a grievance with an employee, or group of employees without representation by the Association, shall not set any precedent for settlement of future like grievances, unless agreed to by the Association.

ARTICLE IX DUES DEDUCTION

A. An employee who is a member of the Association may sign and deliver to the Association an assignment authorizing payroll deduction of professional dues. Such authorization shall be terminable at any time by the employee giving at least thirty (30) workdays, but not more than sixty (60) workdays, written notice to the Board and Association. It shall be the responsibility of the Association to inform members of the dues deductions system and to provide the necessary authorization cards for the deduction.

B. Deduction of dues by the Board under these procedures is conditional upon the Association's submission of properly executed dues deduction cards, in alphabetical order by school, in accordance with the following:

1. For members who were not employed in this school district in the immediately preceding school year, the authorization cards must be submitted to the business office by September 15.
2. For members employed subsequent to the commencement of the current school year, the authorization cards must be submitted to the business office no later than ten (10) days prior to the close of the payroll period in which the deduction is to be made.

C. Pursuant to receiving a signed deduction authorization card, the Board shall deduct one twelfth (1/12) of the total current dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year. The Board shall not be responsible for collecting special fees or assessments, back dues, fines or similar items. New employees who begin dues deduction after September shall have the total dues prorated in equal installments on the basis of the remaining pay dates through August.

D. It shall not be the responsibility of the Board to collect that portion of unpaid dues of the employee who terminates employment prior to June.

E. A listing of the employees for whom deductions was made shall be provided to the Association. The Board shall transmit to the Association the total monthly deduction for professional dues.

F. The Association agrees to indemnify and hold harmless the school district, each individual board member and all employees of the district against any and all claims, costs, suits, or other forms of liability, and all court and/or administrative agency costs and attorney's fees arising out of the application of the provisions in this agreement between parties for dues collections.

ARTICLE X EMPLOYEE EVALUATION

Mid-Prairie School District Career Development and Performance Review For Career Teachers

Purpose

1. To support student learning
2. To support professional growth and career development for teachers
3. To encourage learning through collaboration among all school personnel
4. To use reflection and collaboration as tools for growth
5. To align individual career development goals with goals in the Comprehensive School Improvement Plan (CSIP) and District Career Development Plan
6. To support growth in the Iowa Teaching Standards

Career Development Plan Process

1. The *Individual Career Development Plan* is drafted by the teacher. It will identify any other staff members who are working collaboratively with the teacher as part of the plan.
2. The evaluator will meet with the teacher to review the draft plan, work with the teacher on any modifications needed, and approve the plan. Both the teacher and evaluator will have a copy of the mutually agreed upon final plan. In those rare situations in which there is still disagreement, the evaluator makes the final decision.
3. Informal discussions of the progress of the plan may be initiated by either the teacher or the evaluator at any time.
4. If, during the term of the plan, a teacher wishes to modify the plan, the teacher will meet with the evaluator to discuss proposed changes and submit a revised plan for any agreed-upon changes. Both the teacher and evaluator will have a copy of the revised plan.
5. An annual conference will occur to review progress in meeting the goals in the plan, to review collaborative work with other staff on student achievement goals and to modify the plan as necessary. The teacher will complete the teacher portion of the *Annual Update/Performance Review* prior to the meeting. Based on the meeting, the evaluator will complete the evaluator comment section. A copy of the completed form will be provided to the teacher.

6. The teacher retains other materials created and collected as part of the *Individual Career Development Plan*.
7. The law requires that “supporting documentation from other evaluators, teachers, parents, and students” be collected for the performance review. Teachers are encouraged to collect such documentation each year from one or two of the groups. This collection of data could be included in the action plan segment of the individual career development plan. In most cases, data may be collected that relates specifically to the teacher’s goals or in other cases it may be more general. A teacher should be sure to keep any letters of commendation, awards, or more informal notes of praise and appreciation. Too often, teachers are too modest and don’t draw attention to good things about their teaching.

Below are some ideas for each group:

Students – thank you notes, graded rubrics for projects, emails, letters, student surveys

Parents – questionnaires, notes of appreciation, emails, letters, parent surveys

Teachers – notes about activities, emails

Other Evaluators – notes, feedback from staff development and other activities

8. The teacher may have a representative present at any meeting involving the Career Development and Performance Review Process.

Mid-Prairie School District Performance Review Process

1. The Performance Review Process will be completed a minimum of once every three years.
2. At the time of the Performance Review the teacher will submit an *Annual Update/ Performance Review Report* describing progress on the individual career development plan.
3. The primary criteria for reviewing the *Annual Update/Performance Review Report* should be the effort, progress, and involvement reflected in implementation of the work and in the products of the plan. The evaluation will use the data from the *Annual Update/Performance Review Report* to complete the "Individual Career Development Plan" portion of the *Career Performance Review*.
4. The evaluator will schedule and conduct a conference with the teacher to review both the *Annual Update/Performance Review Report* and the *Career Performance Review*.
5. The evaluator will review both the *Annual Update/Performance Review Report* and the *Career Performance Review* and discuss it with the teacher in a conference held at a mutually agreeable time. Both the teacher and the evaluator will sign the form. If an evaluator indicates that a teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified. The information and evidence used to make this decision will be provided to the teacher. This conference can be included as part of the post-observation conference in those situations when the evaluator has no major concerns regarding the teacher's performance. The evaluator will observe in the classroom, complete the *Career Performance Review* form, and discuss it with the teacher.
6. The evaluation shall include, at a minimum, classroom observation of the teacher, the teacher's progress and implementation of the teacher's individual career development plan. The evaluation should include supporting documentation from other supervisors, teachers, parents, and students. The evaluation may include portfolios as evidence of teaching practices. A teacher may be comprehensively evaluated for purposes of performance review or recommendation for licensure, and shall be comprehensively evaluated for advancement in the career path established pursuant to the teacher quality law.
7. If the evaluator determines the teacher is not meeting the Iowa Standards, the evaluator and teacher will discuss future steps. While a joint decision is preferable, the evaluator will ultimately recommend:
 - o Creating a new career development plan that focuses only on the Iowa Teaching Standards not met with a performance review held within twelve months, or
 - o Placing the teacher in the career teacher assistance program awareness phase; although the TINA process may begin at anytime.
8. The teacher may have a representative present at any meeting involving the performance review process

**Mid-Prairie School District
Individual Career Development Plan**

Teacher Name	Building	Date

Specific Measurable Goal(s) (Written in a measurable manner that allows for progress to be noted.):

Collaborative School Personnel:

Rationale for the Plan:

What building and/or district student learning goals will this plan address?

What information/data will be used to document progress toward the goal?

Is this research based?

Check the Iowa Teaching Standards that are addressed in this plan:

	1. Enhance Student Achievement		5. Monitoring Student Learning
	2. Content Knowledge		6. Classroom Management
	3. Planning and Preparation		7. Professional Growth
	4. Instructional Strategies		8. Professional Responsibilities

Action Plan with Timeline:

Resources Needed to Implement the Plan:

Teacher Signature(s) and Date	Evaluator Signature and Date

Copy to be placed in personnel file

**Mid-Prairie School District
Annual Update/Performance Review – Individual Career Development Plan**

Teacher's Name	Building	Date

What progress have you made toward the completion of the plan?

Specifically, what needs to be done to complete the plan? I.e. Any additional support, resources, collaboration?

Are there any revisions needed?

Teacher Signature and Date

Evaluator Comments:

Evaluator Signature and Date

**Mid-Prairie School District
Career Performance Review**

Teacher: _____ School: _____

Evaluator: _____

Observation Date(s): _____

Staff member's teaching performance and progress on Individual Career Development Plan:

Staff member is meeting the expectations of the Iowa Teaching Standards

Yes

No

If "no" is marked, state which standard(s) is (are) not met and identify the information and evidence used to make the decision.

Evaluator Signature

Date

Teacher Signature

Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.

Teacher in Need of Assistance

Purpose

1. It is expected that most performance concerns will be resolved through informal discussions in a professional, collaborative manner.
2. The Teacher in Need of Assistance (TINA) Process is designed to provide clear intervention and remediation for experienced teachers whose job performance has been determined to not meet one or more of the Iowa Teaching Standards.
3. The decision regarding implementation of TINA may be collaborative, but may also be directive. This plan is intended to provide the highest likelihood for professional improvement.
4. This process may begin at any time.
5. Due to the personal nature of this process, confidentiality is expected of all participants.
6. TINA consists of two phases: Awareness and Intensive Assistance.
7. Teachers will continue in the Career Development Process unless there is mutual agreement between the teacher and administrator to do otherwise.
8. The teacher may have a representative present at all formal meetings.
9. Depending on circumstances, the district has legal right under Iowa law, to use other forms of interventions.

Awareness Phase

1. If informal means to resolve the performance concern have not been resolved to the administrator's satisfaction, or the concern is serious in nature and requires immediate attention, a formal meeting will be scheduled to discuss the concern. This formal meeting will be the beginning of the Awareness Phase.
2. Prior to the formal meeting, the teacher will be notified in writing of the specific concern to be addressed during the meeting.
3. During the meeting, the administrator and teacher will discuss the specific concern that does not meet one or more of the Iowa Teaching Standards, including the information and evidence used as a basis for the judgment.
4. At the conclusion of this meeting, the *Identification of Concern* form will be completed which identifies:
 - a. Past informal discussions
 - b. Specific concern related to the Iowa Teaching Standard(s)
 - c. Information and evidence of the specific concern
 - d. Steps to take for improvement and timeline for completion
 - e. Expected outcomes
 - f. Signatures of the administrator and teacher
5. The teacher may also seek assistance from other individuals on a voluntary basis. Input from those individuals whose assistance is received during the Awareness Phase will be confidential to the teacher requesting that help and will not be used in any way in the evaluation process.
6. The duration of the Awareness Phase shall be no less than one month and no more than three months unless otherwise agreed upon by both parties.
7. At the conclusion of the Awareness Phase, one of two determinations will be made:
 - a. Concern resolved -- Documentation shall be placed in the teacher's personnel file for the duration of the following school year and will then be removed.
 - b. Concern not resolved -- The teacher will be notified in writing that he/she is being placed into the Intensive Assistance Phase.

Intensive Assistance Phase

1. An initial formal meeting will be held between the administrator and the teacher.
2. During the initial formal meeting, the administrator will convey to the teacher, in writing, the specific concern related to the Iowa Teaching Standard(s) and will review documentation supporting this conclusion.
3. During the initial formal meeting, the administrator will present to and discuss with the teacher a *Plan of Intensive Assistance* form, which identifies:
 - a. Specific concern related to Iowa Teaching Standard(s)
 - b. A plan of action outlining specific and realistic methods and strategies to be used and timeline
 - c. Intended outcomes that are measurable
 - d. Resources/support needed
 - e. Follow-up meeting date(s)
 - f. Signatures of administrator and teacher
4. With the agreement of the teacher or at the request of the teacher, an Assistance Team *may be* considered a valid method or strategy to be used.
5. Membership on the Assistance Team will be voluntary. The administrator and the teacher will mutually select the members of the team. Assistance Team members will maintain strict confidentiality. Observations and comments made by members of the Assistance Team are not presented in writing, are not reported to the administrator, and do not become part of the teacher's evaluation. The assistance provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
6. The duration of an Intensive Assistance Plan may not be for less than three regular school session months nor for more than six regular school session months.
7. At the end of the Intensive Assistance phase, the administrator will complete a Final Summary form designating one of the following options:
 - a. Concern resolved -- All documentation placed in teacher's personnel file.
 - b. Progress noted -- Intensive Assistance Plan timeline extended (Per Iowa law, total TINA process not to exceed 12 calendar months.)
 - c. Concern not resolved -- no progress is noted; a recommendation is made for non-renewal of contract.
 - d. Teacher resignation accepted -- no recommendation necessary.

**Mid-Prairie School District
Identification of Concern – Awareness Phase**

Teacher: _____ Date: _____

Summary of Informal Discussions:

Identification of Specific Concern Related to the following Iowa Teaching Standard(s):

Information and Evidence Documenting the Specific Concern:

Steps to be Taken and Timeline:

Expected Outcomes:

Next Meeting Date:

Administrator Signature

Date

Teacher Signature

Date

Signature of the teacher indicates awareness of the form. The teacher has the right to attach any written comments within ten working days.

**Mid-Prairie School District
Final Summary – Awareness Phase**

Teacher: _____ Date: _____

Identification of Specific Concern Related to the following Iowa Teaching Standard(s):

Information and Evidence Documenting Administrator's Recommendation:

Administrator Recommendation:

_____ Concern resolved – Documentation shall be placed in the teacher's personnel file for the duration of the following school year and will then be removed

_____ Concern not resolved – The teacher will be notified in writing that he/she is being placed into the Intensive Assistance Phase

Administrator Signature

Date

Teacher Signature

Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy. The teacher has the right to attach any written comments within ten working days.

**Mid-Prairie School District
Plan of Intensive Assistance**

Teacher: _____ Date: _____

Identification of Specific Concern Related to the following Iowa Teaching Standard(s):

Plan of Action including Methods and/or Strategies and Timeline:

Intended Outcomes:

Resources/Support Needed:

Follow-up meeting date(s):

Administrator Signature

Date

Teacher Signature

Date

Signature of the teacher indicates awareness of the form. The teacher has the right to attach any written comments within ten working days.

**Mid-Prairie School District
Final Summary – Intensive Assistance Phase**

Teacher: _____ Date: _____

Identification of Specific Concern Related to the following Iowa Teaching Standard(s):

Information and Evidence Documenting Administrator's Recommendation:

Administrator Recommendation:

- _____ Concern resolved – Documentation shall be placed in the teacher's personnel file.
- _____ Progress noted – Intensive Assistance Plan timeline extended (Per Iowa law, total TINA process not to exceed 12 calendar months.)
- _____ Concern not resolved – No progress is noted; a recommendation is made for non-renewal of contract.
- _____ Teacher resignation accepted – no recommendation necessary.

Administrator Signature

Date

Teacher Signature

Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy. The teacher has the right to attach any written comments within ten working days.

F. Personnel File

The only evaluative material which may be placed in the employee's personnel file shall be as follows:

1. Materials related to the career development plans and evaluation;
2. Statements or letters of commendations;
3. Letters of discipline from the administration which shall include an explanation for the discipline, an optional written response from the employee, the signature of the employee to signify awareness of the discipline, and the length of time the administration deems the letter of discipline shall remain in the employee's file;
4. Physical exams;
5. College and University transcripts and credentials;
6. Teacher license(s): Permanent professional, professional, provisional, conditional, temporary and emergency;
7. Certified personnel questionnaire;
8. Letter of application and application form;
9. Personnel folder data;
10. Documentation of current child abuse report training.

I. Right to Grieve

The employee evaluation instrument may be found in Appendix H of this agreement. All employee evaluations are to be fair and accurate. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this contract.

ARTICLE XI TRANSFER PROCEDURES

A. DEFINITION TRANSFER

The movement of an employee to a different job classification, grade level, subject area, building or extracurricular duty shall be considered a transfer.

B. Notification of Vacancies

The Board shall deliver to the Association and post in all school buildings a list of the vacancies which occur during the school year and/or for the following school year upon knowledge of the vacancies, except when a vacancy occurs during the summer period, the Board shall only be required to forward any listing of a vacancy to the Association by mail.

C. Employee Initiated Transfer Requests

Employees shall have five (5) workdays during the school year and ten (10) workdays during the summer to request a transfer from the date the Association is notified that a vacancy has occurred or shall occur. Employees desiring a change shall request the change in writing to the superintendent. Any such request must specify the grade and/or subject or extracurricular duty to which the employee desires to be transferred, the reasons for requesting the transfer and the school or schools to which the employee desires to be transferred. Any employee may request a transfer where no vacancy exists. This request must be renewed annually.

D. Administration - Initiated Transfer

If the administration deems it advisable to transfer an employee, the affected employee shall receive written notice of the specific teaching assignment no later than June 15 of the year proceeding the transfer. If such transfer is not desired by the affected employee, the administration will afford the employee the opportunity of meeting with them to discuss the transfer in advance of its actual implementation. If the notification is later than June 15, the employee shall be paid at 80% of their per diem rate for three (3) days of preparation.

E. Decision

The criteria to be used in assessing qualifications shall be based on the employees' professional background, certification and endorsements. When said factors are substantially equal, district seniority shall be the deciding factor. No request shall be denied arbitrarily or capriciously.

F. Notification

The employee requesting transfer shall be notified of the superintendent's decision before it is presented to the school board.

ARTICLE XII SENIORITY

Seniority shall be defined as the length of current consecutive days of professional employment in the Mid-Prairie Community School District and shall be computed from the date the employee signed the individual contract. Exceptions in the preceding statement may be found in Articles XIV I., XV G., and XVII I. Employees who work more than half time shall receive full seniority. Employees who work half time or less shall receive prorated seniority accumulation. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this agreement shall be determined by said employees drawing lots.

ARTICLE XIII WAGES, SALARIES, AND INSURANCE

The salary schedule, supplemental pay schedule, and insurance addenda are set forth in Appendices A, B, C, and F, identified as schedules A, B, and C of this agreement. Appendix F is for informational purposes only.

A. Placement on the Salary Schedule

1. Each new employee shall be placed on his/her proper step on Schedule A in accordance with paragraph 2 below. In addition, the District may employ new hires on steps 0-3 subject to the following:
 - a. A person may be hired on steps ahead of experience when the pool of applicants is problematic.
 - b. Anyone hired ahead of his/her teaching experience must stay on that step until experience exceeds step.
2. The employee may bring in eight (8) years of experience on the BA schedule (BA 8) and ten (10) years experience on the MA schedule (MA 10). For the purpose of initial placement of the newly hired employee on the salary schedule, one hundred twenty (120) or more consecutive teaching days shall be considered one year's experience.
3. Verification of additional college training in a written statement must be received by the superintendent prior to September 15 if an employee is moving from one educational column to another.

B. Method of Payment

1. Pay Periods

Each employee's contract shall be paid in twelve (12) installments on the 25th of each month. Employees shall receive their checks on regular work days at their regular buildings unless direct deposit is designated by the employee. Only regular contracted wages will be direct deposited.

2. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, the employees shall receive their paychecks or direct deposit on the last previous working day.

3. Summer Checks and Direct Deposit

All employees hired after July 1, 2006 will be required to have their checks direct deposited. All other employees are encouraged to use the direct deposit method as it eliminates lost checks or late checks due to closing of school. Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee or direct deposited.

4. Compliance

If for any reason the Board shall be unable to comply with any of the provisions of this paragraph on method of payment, with respect to any of the time factors involved, such time factors shall be appropriately revised by mutual agreement between the Association and the Board.

C. Extra Assignment and Extended Contract Rate

1. The pay for extra curricular activities shall be as provided in Schedule B.
2. The pay for extra duty assignments shall be as provided in Schedule C. Schedule assignments must be preceded by completion of the form shown in Appendix G. This form shall be provided to the employee by the building principal.
3. When students are not involved daily, employees on an extended contract will be paid at the rate of 90% of their per diem rate as specified on their continuing contract. The per diem shall be defined as the one (1) divided by the number of work days specified in Article VII multiplied times the employee's schedule A salary.
$$(1/\text{workdays}) \times \text{Schedule A Salary} = \text{employee's per diem}$$

D. Other Fringe Benefits

Upon appropriate written authorization from the employee, the board shall deduct from the salary of any employee and make appropriate remittance for annuities, or any other similar plans or programs.

E. Insurance

1. The Board shall provide a \$25,000 term life insurance policy for all full time employees. Employees working less than full time, but half time or more, shall be provided term life insurance of \$12,500.
2. All employees working half-time or more shall be covered by a long term disability insurance policy. The benefits may begin 90 calendar days after disability. The policy shall pay 66 2/3% of the employee's gross annual Schedule A and B earnings and be coordinated with any other benefits to the age of sixty-five (65). Employees shall participate in and pay the full cost of Long Term Disability insurance by payroll deduction.
3. Each employee, at the employee's choice, shall be covered by the group health and major medical insurance policy provided by the Board. Each employee may elect single coverage, full family coverage, or no coverage. The Board shall contribute up to \$370 per month toward the premium for full-time employees. Employees who work more than half-time but less than full-time shall receive their portion of the \$370 contribution on a prorated basis. The employee portion of the premium shall be paid through payroll deduction. Members of a family shall be covered only once by the group health and major medical insurance policy provided by the Board.

A stipend will be paid to Schedule A employees who elect not to take any health insurance. Full-time employees will receive \$300 a year and employees who work more than half-time but less than full-time shall receive a prorated amount. The insurance stipend will be paid in the employee's final check of the year.

The Board will pay directly to the provider, upon receipt of a copy of the bill, co-payment for fees associated with overnight or longer admittance to the hospital. Full-time employees shall receive up to a maximum of \$500. Employees who work more than half-time but less than full-time shall receive a prorated portion of the \$500.

The Board shall have the option to provide any plan that shall be equal to or exceed the benefits provided during the 2006-07 school year. Those benefits are a choice between Wellmark Blue Cross/Blue Shield plans: Amended Protector 500, Protector 750, and Protector 1500.

4. Each employee, at the employee's choice, shall be covered with a single (Delta Dental) group dental insurance policy. The employee may elect full family coverage, single coverage, or no coverage. The board shall pay the entire cost for a single dental insurance policy for full-time employees. Employees who work more than half-time but less than full-time shall receive a prorated portion of this benefit if they elect to take dental insurance. The employee shall elect payroll deduction for payment of the family premium.
5. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the insurance company providing such insurance.

6. Continuation

- a. If the insurance carrier will allow the group insurance coverage to be continued during any unpaid leave of absence, the employee may exercise this option of continued coverage by paying the full premium, for each coverage, to the Board. This privilege shall expire at the termination of the leave.
- b. Retiring employees shall have the option of continued coverage by paying the full premium, for each coverage, to the Board.

7. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months for those employees who provide a full school year's service (as determined by the school year calendar), but in no event shall this coverage extend past the last day of August subsequent to the last day of the calendar. Employees hired after the start of the school year shall likewise have this benefit. Terminated and/or resigning employees who terminate employment with the school district prior to the last day on the school year calendar shall not be provided insurance past the last day of the month in which the termination of employment occurred. Employees new to the district, who elect coverage shall be covered by the Board provided insurance no later than the first day of the first month after initial employment, unless the insurance carrier has legal reason to decline coverage.

8. Description

The Board shall provide each employee with a description of insurance coverage provided herein within ten (10) days of the beginning of the school year, or date of employment, or when available from the insurance carrier, which shall include a clear description of conditions and limits of coverage as provided above.

9. The anniversary date for all employee group insurance policies will be July 1.

F. Phase I and II

1. Old Phase I and Phase II less FICA and IPERS have been rolled into the salary schedule.
2. Phase I and II payments (salaries, FICA and IPERS) to the employees shall not exceed the Phase I and II funds received by the district. Payments to employees shall be reduced proportionally to any reduction of funds received by the district.

ARTICLE XIV LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave days with pay shall be granted each regular full-time employee according to the following schedule:

The first year of employment	11 days
The second year of employment	12 days
The third year of employment	13 days
The fourth year of employment	14 days
The fifth year of employment	15 days
The sixth and subsequent years of employment	16 days

The above sick leave entitlement shall apply only to consecutive years of employment in the Mid-Prairie Community School District. Sick leave may accumulate from year to year to a maximum of one hundred thirty (130) days. The administration will supply each employee with a written statement of accumulative sick leave by October 15.

2. When an employee will be absent from work, he or she shall, irrespective of whether the employee is entitled to receive sick leave benefits, give notice to the principal or the person designated by the principal to receive such notice. If the absence is for consecutive days, the principal or his/her representative shall be notified of the probable date of return.
3. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a medical doctor's certificate of health prior to returning to work in order to protect the health and well-being of students and fellow employees. If required, the district will pay the employee's cost of obtaining the required certificate.
4. The Board may require substantiation by medical examination of any illness or injury and/or the period of time the illness or injury renders the employee incapable of performing the employee's assigned duties. The Board will assume the cost incurred by the employee in securing such a substantiation.
5. All sick leave benefits shall terminate and/or be forfeited upon termination of employment.

6. If a physical injury (but not an illness) is incurred in the course of employment, precluding the employee from performing assigned duties, said injury is compensated under workman's compensation insurance, the Board will pay the difference between the workman's compensation benefits and the per diem salary for days lost on account of the injury which prevented the performance of duties, but in no extent extending beyond a ninety (90) day calendar period. Any such payments of differences shall be charged against sick leave.

B. Personal Leave

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall notify the principal or supervisor in writing at least five (5) days in advance, except in cases of emergency. Leave requests for the day before or for the day following a holiday or vacation period, or during the first or last five (5) days of school may be granted by the superintendent. Personal leave shall not accumulate from year to year except as noted below. If more than two (2) employees in one building shall request personal leave on the same day, the third and subsequent request shall be granted providing substitutes can be secured. At the end of the school year a certified staff member can bank one day of personal leave per year (maximum of three personal days in the bank), or in an emergency leave bank (maximum of five days emergency leave in the bank). One (1) personal day may be bought out for \$100.00 as wages. Only whole days of personal leave may be converted or bought out. In September a form will be provided for the certified employee to choose how to convert or buy out his/her unused personal leave. If the form is not returned to Central Office by October 1st, the days will be lost.

C. Emergency Leave

An emergency shall be considered an event occurring outside the control of the employee and which requires the presence of the employee. Emergency leave of three (3) days per year plus unused Personal Leave days which have been converted may be granted subject to approval by the superintendent. Converted Emergency Leave cannot accumulate to more than five (5) days in any one year and can be used in addition to the three (3) days mentioned above. An emergency may include illness in the immediate family or where travel getting to school is dangerous, impossible, or not advisable. "This leave is subject to the employee's submission of a written statement of reason for such leave and approval by the superintendent on the basis of the absence meeting the two criteria. Additional days may be granted at the discretion of the superintendent for unusual circumstances.

D. Unpaid Leave

Each employee shall receive three (3) days of unpaid leave. If more than two (2) employees in one building request unpaid leave on the same day, the third and subsequent requests shall be granted providing substitutes can be secured. Application for unpaid leave must be in writing at least ten (10) days in advance. Unpaid leave may be granted the day before or the day following a holiday or vacation, or during the first or last five (5) days of school at the discretion of the superintendent for unusual circumstances.

E. Bereavement Leave

When an employee is absent from work due to a death in the employee's immediate family, the Board will pay the employee the regular rate of pay up to a total of five (5) consecutive days. The employee may choose to use three (3) days at the time of the funeral and two (2) days later for settlement of the estate, if necessary. The immediate family shall be construed to mean the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other member of the immediate household.

With permission of the Superintendent, a day may be granted at any time for attending the funeral of a close friend or distant relative.

In the event of the death of any employee or student in the Mid-Prairie School District, the principal or any supervisor of that employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

F. Professional Development Leave

Each school year an employee may be granted up to a maximum of five (5) days leave with pay for the purpose of:

1. Visitation to view other techniques or programs;
2. Attendance at conferences, workshops, or seminars conducted by colleges, universities or other educational institutions or organizations.

Request for professional leave must be submitted to the principal or supervisor in writing at least one (1) week in advance of the day(s) to be used as professional leave. All requests for such leave are subject to approval of the Superintendent. Professional leave shall not accumulate from year to year.

Additional days of professional leave may be granted if deemed necessary by the Superintendent.

G. Association Leave

Up to the combined total of six (6) days of leave with pay may be granted to representatives of the Association to attend conferences, conventions or other activities, of local, state, or national affiliate organizations. A request for Association leave must be made in writing to the Superintendent no less than fourteen (14) days in advance of day(s) to be used as Association leave. Any such request shall be subject to the approval of the Superintendent. Association leave shall not accumulate from year to year.

H. Jury Duty

Employees required to report for or serve in jury service on any workday shall be paid per diem for each such day for any one tour of jury duty, less any remuneration received by the employees for said jury duty, provided the employee furnishes satisfactory evidence that jury duty was performed on the days for which the employee claims payment.

When an employee is excused from jury service, either temporarily or permanently, on any workday, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of work in the workday, if required.

I. Seniority During Leaves

Seniority will continue to accrue during leaves of absence as if no break in employment has occurred.

J. Final Decision on Leaves

All leaves must be submitted to the building administrator with the final decision made by the Superintendent. All leaves will only be approved in one-half day increments.

ARTICLE XV EXTENDED LEAVES OF ABSENCE

A. Educational Improvement Leave

A leave of absence without pay for one year shall be granted to any employee for the purpose of engaging in study at an accredited college or university. Courses taken must be reasonably related to the employee's teaching or service area. A limitation of one employee per year shall exist for this type of leave. Tenured employees only may apply for this leave. Employees granted this leave who do not actually attend an accredited college or university shall be considered as having resigned from the contract.

B. Public Office

A leave of absence without pay not to exceed two (2) years shall be granted to any employee for the purpose of serving in an elected public office. Only tenured employees may apply for this leave.

C. Family Illness Leave-Unpaid

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family as defined in Bereavement Leave. Approval of this leave shall be subject to a physician's statement indicating the necessity for the employee's presence in caring for the sick or injured member of the immediate family. Additional leave may be granted at the sole discretion of the Board.

D. Parental Leave

All employees shall be eligible for a parental leave, without pay, of up to one (1) year, subject to the approval of the Superintendent. Parental leave is for the purpose of caring for children for whom the employee has primary responsibility.

E. Good Cause

Other extended leaves of absence without pay may be granted at the sole discretion of the Board.

F. Prior Notification

An employee requesting extended leave of absence shall notify the Board on or before the date that individual contracts are due to be returned, if said leave is to begin at the start of the fall semester. If the leave is to begin at the start of the spring semester, the employee shall apply thirty (30) workdays before the start of the spring semester.

G. Return

Upon returning to employment from an extended leave of absence, the employee shall be placed at the next appropriate position on Schedule A from the position where the employee was placed when last actively employed. Sick leave accumulation and personal leave accumulation earned as of the beginning of said extended leave shall be available to the employee upon return. No accrual of sick leave or personal leave benefits shall be awarded while the employee is on leave. Any employee, upon return from an unpaid, shall be credited with such allowable insurance benefits as he/she earned as of the commencement date of his/her leave, for less that half the year shall accrue one year of seniority. An employee on extended leave for half the year or more shall accrue seniority equal to that fraction of the year they were actively employed. If the employee was on extended leave for one year, then no seniority shall accrue for that year.

ARTICLE XVI SCHOOL NURSE'S SALARY

The school nurse's salary shall be computed using Schedule A in the same manner as all employees, if the nurse possesses at least a Bachelor's degree. Following initial placement on the salary schedule, the nurse shall move vertically or horizontally as other employees.

However, if the nurse does not possess at least a Bachelor's degree, then the nurse shall receive .90 of the appropriate step of the BA column in Schedule A.

The school nurse(s) shall receive all other fringe benefits as other employees.

ARTICLE XVII REDUCTION OF STAFF

A. Whenever a reduction in employees is deemed necessary by the Board, the procedures set forth in this Article shall be followed.

B. The Board will first determine the number of employees to be laid off and then will determine the individual employees to be laid off in accordance with the following steps:

1. Normal attrition resulting from employees retiring or resigning upon the extent it is administratively feasible;
2. Persons with emergency or temporary certification;
3. Seniority within the curricular areas listed below:
 - a. K-6, to include classroom teachers, Chapter I teachers, and Special Education teachers
 - b. By departments Grades 7 through 12
 - c. By departments K-12 when appropriate, such as music and physical education
 - d. For purposes of staff reduction only, as provided in this Article, the Board shall by September 15 of each contract year assign and notify in writing each employee in grades 7 through 12 to one (1) curricular department area for which they are certificated. This department assignment will be the only assignment considered on a seniority basis for the employee.
4. The remaining employees to be laid off will be selected, taking into account, both on an individual basis and in comparison to other employees, factors such as the individual employee's overall teaching experience, academic training, ability and performance as an employee in the district as previously and currently evaluated by the appropriate administrators.

C. After the number and the names of employees to be laid off have been determined by the Board, notification will be made to the employees and the Association in writing by the date specified by state law.

D. Employees will be recalled in inverse order of the layoff for any of the vacancies they are certificated to fill, and shall take precedence over voluntary transfers.

E. An employee selected for recall will be informed by the Board of his/her re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Any such notice shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the school district's records. Any such notice shall be considered received by the employee on the date the return receipt is signed. It shall be the responsibility of each employee on layoff to keep the Board advised of his/her current address. Within ten (10) calendar days after an employee receives his/her notice of re-employment, he/she must advise

the Board in writing that he/she accepts the position offered in such notice and that he/she will be able to commence employment on the date specified in such notice. Any and all re-employment rights granted to an employee on layoff shall terminate upon such employee's failure to accept within ten (10) days. In the event the certified mail is returned undeliverable, the employee's recall rights will terminate fifteen (15) days after the date of original mailing. However, if the position being offered is less time than the employee's previous position, or if the recall requires the employee to be temporarily certificated, then the employee may decline the offer in writing within ten (10) days of receipt without loss of recall rights.

F. Employees shall retain their rights to re-employment after a layoff for a period of eighteen (18) months following the date of the layoff.

G. Any individual re-employed by exercising his/her recall rights shall be given full credit for any relevant education or teaching experience he/she has obtained through attending college or other teaching employment during his/her period of layoff.

H. Recalled employees shall be credited with all sick leave entitlements previously earned upon reinstatement.

I. Recalled employees shall continue to accrue seniority as if no break in employment had occurred.

ARTICLE XVIII COMPLIANCE

A. Printing Agreements

The Association shall provide the Board with "copy ready" copies of each Article of the agreement. Copies of this agreement shall be printed at the expense of the Board and the Board shall provide the Association with six (6) copies of said agreement within sixty (60) days of its execution. A copy shall be provided to each employee currently employed or hereinafter employed.

B. Saving Clause

If any provisions of this agreement are held to be inconsistent with the Code of Iowa or in violation of Federal law, then such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions shall continue in full force and effect.

C. Waiver

The Board and the Association each voluntarily and unqualifiedly waives any right which might otherwise exist under the law to negotiate for any matter during the term of this agreement. Both parties, by mutual agreement, may modify and amend said agreement, but such modification or amendment must be signed by both parties, and if not, the contract as written is binding.

D. Duration

This agreement shall be effective from August 1, 2006 to July 31, 2007 and is the second year of a two year contract. This contract shall automatically continue in force and effect for equivalent periods unless modified by the following method:

CONTRACTS TAKING EFFECT IN AUGUST OF AN EVEN NUMBERED YEAR: Any or all articles may be opened for negotiations by either party notifying the other party of its desire to discuss possible modifications, including a list of the articles it desires to change.

CONTRACTS TAKING EFFECT IN AUGUST OF AN ODD NUMBERED YEAR: Only Article XIII shall be modified. This Article shall be reopened by either party notifying the other of its desire to modify this article and only this article.

Other articles in contracts taking effect in an odd numbered year may be reopened for negotiations by mutual agreement of both parties. All notifications for opening other articles in an odd number year shall be in writing.

E. Signature

In witness thereof the parties hereto have caused this agreement to be signed this _____ day of _____, _____.

Association

By _____ MPEA President

Board of Education

By _____ Chief Negotiator

SCHEDULE A

MID-PRAIRIE SCHOOL 2008 SALARY SCHEDULE A

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.00	1.05	1.10	1.15	1.20	1.25
	26,262	27,575	28,888	30,201	31,514	32,828
1	1.04	1.09	1.14	1.19	1.24	1.29
	27,312	28,626	29,939	31,252	32,565	33,878
2	1.08	1.13	1.18	1.23	1.28	1.33
	28,363	29,676	30,989	32,302	33,615	34,928
3	1.12	1.17	1.22	1.27	1.32	1.37
	29,413	30,727	32,040	33,353	34,666	35,979
4	1.16	1.21	1.26	1.31	1.36	1.41
	30,464	31,777	33,090	34,403	35,716	37,029
5	1.20	1.25	1.30	1.35	1.40	1.45
	31,514	32,828	34,141	35,454	36,767	38,080
6	1.24	1.29	1.34	1.39	1.44	1.49
	32,565	33,878	35,191	36,504	37,817	39,130
7	1.28	1.33	1.38	1.43	1.48	1.53
	33,615	34,928	36,242	37,555	38,868	40,181
8	1.32	1.37	1.42	1.47	1.52	1.57
	34,666	35,979	37,292	38,605	39,918	41,231
9	1.36	1.41	1.46	1.51	1.56	1.61
	35,716	37,029	38,343	39,656	40,969	42,282
10	1.39	1.45	1.50	1.55	1.60	1.65
	36,504	38,080	39,393	40,706	42,019	43,332
11	1.42	1.49	1.54	1.59	1.64	1.69
	37,292	39,130	40,443	41,757	43,070	44,383
12	1.45	1.53	1.58	1.63	1.68	1.73
	38,080	40,181	41,494	42,807	44,120	45,433
13	1.48	1.56	1.61	1.67	1.72	1.77
	38,868	40,969	42,282	43,858	45,171	46,484
14	1.51	1.59	1.64	1.71	1.76	1.81
	39,656	41,757	43,070	44,908	46,221	47,534
15			1.67	1.75	1.80	1.85
			43,858	45,959	47,272	48,585
16			1.70	1.78	1.83	1.88
			44,645	46,746	48,059	49,373
17			1.73	1.81	1.86	1.91
			45,433	47,534	48,847	50,160
18				1.84	1.89	1.94
				48,322	49,635	50,948
19				1.87	1.92	1.97
				49,110	50,423	51,736
20				1.90	1.95	2.00
				49,898	51,211	52,524

SCHEDULE B

MID-PRAIRIE COMMUNITY SCHOOL DISTRICT 2006-2007 SCHOOL YEAR SUPPLEMENTAL PAY SCHEDULE

PERCENT OF BA LANE
APPLICABLE STEP

<u>SPEECH</u>	3
DRAMA - HS FALL PLAY	6
DRAMA - HS SPRING MUSICAL	6
DRAMA - HS ASSNT	3
<u>ANNUAL - HS</u>	5
PAPER - HS	5
PAPER - JH	1
MAG SALES - HS	3
<u>VOCAL MUSIC - HS</u>	12
VOCAL MUSIC - JH	6
<u>INSTRUMENTAL MUSIC - HS</u>	13
INSTRUMENTAL MUSIC - JH	6
INSTRUMENTAL OR VOCAL MUSIC - ELEM	4
<u>DRIVERS EDUCATION - HOURLY RATE</u>	.08
<u>STP ADMINISTRATIVE TEAM COORDINATOR</u>	5
STP TEAM MEMBER	4
<u>CLUBS</u>	
STUDENT COUNCIL	2
SCIENCE CLUB	1
STUDENTS FOR EDUCATIONAL SERVICE	1
PEP CLUB	1
HONOR SOCIETY	1
<u>CLASS SPONSORS</u>	
SENIOR CLASS	1
JUNIOR CLASS	1
<u>ACTIVITY COORDINATORS</u>	
K-12 FINE ARTS COORDINATOR	4
K-8 ATHLETIC COORDINATOR (with supervision) or	4
K-8 ATHLETIC COORDINATOR (without supervision)	2
9-12 ATHLETIC COORDINATOR	8
<u>ATHLETICS - HS</u>	
FOOTBALL - HEAD (10-12)	14
FOOTBALL - ASSISTANT VARSITY (9-12)	9
BASKETBALL - HEAD BOYS	14
BASKETBALL - ASSISTANT BOYS	9
<u>WRESTLING - HEAD</u>	14
WRESTLING - ASSISTANT	9
<u>BASKETBALL - HEAD GIRLS</u>	14
BASKETBALL - ASSISTANT GIRLS	9
<u>BASEBALL - HEAD</u>	14
BASEBALL - ASSISTANT	9
<u>VOLLEYBALL - HEAD</u>	14
VOLLEYBALL - ASSISTANT	9

TRACK - GIRLS	9
TRACK - ASSISTANT GIRLS	6
TRACK - BOYS	9
TRACK - ASSISTANT BOYS	6
TRACK - CROSS COUNTRY	9
GOLF - BOYS	6
GOLF - GIRLS	6
SOFTBALL	14
SOFTBALL - ASSISTANT	9
CHEERLEADING	9
FLAG SPONSOR	5
<u>ATHLETICS - JH</u>	
FOOTBALL - 8TH GRADE	7
FOOTBALL - 7TH GRADE	7
BASKETBALL - 9TH GRADE BOYS	9
BASKETBALL - 8TH GRADE BOYS	7
BASKETBALL - 7TH GRADE BOYS	7
BASKETBALL - 9TH GRADE GIRLS	9
BASKETBALL - 8TH GRADE GIRLS	7
BASKETBALL - 7TH GRADE GIRLS	7
TRACK - BOYS	7
TRACK - GIRLS	7
WRESTLING	7
VOLLEYBALL - 8TH GRADE	7
VOLLEYBALL - 7TH GRADE	7
SOFTBALL - FALL	6
SOFTBALL - ASSISTANT	3
CHEERLEADING	3
ASSISTANT COACH	5

SCHEDULE C
EXTRA DUTY PAY

	<u>pay/event</u>
1. Selling tickets (basketball, musicals, drama, guest artists concerts, etc.)	\$15
2. Riding Pep Bus	\$25
3. Supervision of students and/or crowd	\$25
4. Dance Chaperone	\$25
5. Compensated required meetings/events	\$25

**SCHEDULE D
GRIEVANCE REPORT**

This form must be completed in quadruplicate with copies being provided as follows:

- (1) An original and one copy must be filed with the Principal;
- (2) One copy must be given to the Association; and
- (3) One copy is to be retained by the Employee.

School District

Date filed with Principal

Building

Name of Aggrieved Person

FIRST STEP

A. Date violation occurred _____

B. Section(s) of contract violated _____

C. Statement of Grievance* _____

D. Relief sought* _____

Signature

Date

E. Disposition by Principal* _____

Signature of Principal

Date

SECOND STEP

A. _____
Signature of Aggrieved Person Date received by Superintendent

Signature of Superintendent

B. Disposition by Superintendent or Designee* _____

Signature of Superintendent or Designee Date

THIRD STEP

A. _____
Signature of Aggrieved Person

Signature of Association President

B. _____
Date filed with Superintendent

*attach additional sheets if necessary

SCHEDULE E

DUES DEDUCTION AUTHORIZATION FORM

Authorization for Payroll Deduction
for Education Association Dues

First Name

Initial

Last Name

I hereby request and authorize the Board of Education of the Mid-Prairie School District, as my remitting agent, to deduct from my earnings each month, unless this authorization is revoked as provided herein, \$_____ to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Mid-Prairie Education Association.

It is understood that this authorization shall begin on the first payroll period following submission of this form. This authorization shall be terminable at any time by the employee giving at least thirty (30) workdays, but not more than sixty (60) workdays written notice to the Board and the Association.

Date

Signature

Social Security Number

APPENDIX F INSURANCE CARRIERS

For informational purposes only, the Insurance Carriers, for various protections, are herewith listed. This list is current as of the date of signing this contract, of which this appendix is attached. The listing of these carriers does not imply that the selection of carriers is negotiable.

<u>Coverage</u>	<u>Carrier</u>
Life Insurance	Horace Mann
Long Term Disability (LTD) Insurance	Horace Mann
Health and Major Medical Insurance	Wellmark Blue Cross/Blue Shield
Dental Insurance	Wellmark Delta Dental
Liability Insurance/Worker's Comp.	Employer's Mutual

APPENDIX G

EXTRA DUTY PAYMENT VOUCHER

Date

Employee's Name _____
(Last) (First) (Middle Initial)

Building _____

Assignment: _____

Reason for Assignment _____

Hours or minutes of assignment _____

Amount to be paid _____

Principal's Signature and Approval

Teacher's Signature

Building principals will submit this form to the Business Manager's Office.

Business Office Verification

LETTERS OF UNDERSTANDING

It is hereby understood that the Vocational Agriculture teacher shall be issued a twelve month contract which defined as 260 days. The 260 days shall be as follows:

Teaching	180	Days Without Pay Are	
Holidays	7	Friday after Thanksgiving	1
Professional Inservice	7	Christmas Break	6
Without Pay	10	Spring Break	2
Vacation Summer	10	Presidents Day	1
Summer Work Days	46	TOTAL	10
TOTAL	260		

Days when there is an emergency closing of school (weather, etc.) will be unpaid unless worked or arrangements are made using vacation time, personal leave, or emergency leave when appropriate. Weather related days can be covered by working, vacation time, personal or emergency days. Other days can be covered by working, vacation time, or personal days.

It is hereby understood that for the purpose of Article XVII Reduction of Staff, of the Working Agreement Between the Board of Education of the Mid-Prairie Community School District and the Mid-Prairie Education Association, both the District and the Association shall consider Wendy Allen to be a K-6 teacher while she is continuously teaching 8th grade without a break starting with the 1998-99 school year.

Should a reduction in staff occur in grades 7-12 which would cause Wendy Allen to lose her seventh grade position, then she would be moved to a position in grades K-6 pursuant to the terms of the Working Agreement.

This understanding shall remain in force until it is mutually amended or terminated, or Wendy Allen transfers to a K-6 position or leaves the District.

The district will provide direct deposit of regular payroll checks to banks in the district for certified employees who give their approval and provide the appropriate bank codes.

Mark E. Schneider, Superintendent